

CONDITION FOR APPROVAL FORM
(TO ACCOMPANY LEGISLATION)

COMMITTEE: _____

DATE: 11/27/2010

ORDINANCE # _____ RESOLUTION # 10-R-0168

REQUESTED BY: F. Moore

DIRECTED TO: Dept. of Procurement

NATURE OF CONDITION FOR APPROVAL:

Answer the questions: Why special procurement
is retroactive? is needed? Why does it
need to be retroactive (1st Wherrens clause)?
What's in the contract?

WHEN IS THIS INFORMATION DUE, AND TO WHOM?

WILL THIS RESULT IN AN AMENDMENT TO THE LEGISLATION?

YES () NO ()

WILL THIS RESULT IN A SUBSTITUTE TO THE LEGISLATION?

YES () NO ()

HAS THIS INFORMATION BEEN RECEIVED? YES () NO ()

DATE OF RECEIPT: _____

**A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

10-R-0168

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH LAZ PARKING/GEORGIA, LLC, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF CODE COMPLIANCE, FOR THE LEASE OF THIRTY-FIVE (35) PARKING SPACES FOR ITS FLEET VEHICLES AT 211 TRINITY AVENUE S.W. AS A SPECIAL PROCUREMENT PURSUANT TO CITY CODE SECTION 2-1191.1 AND IN AN AMOUNT NOT TO EXCEED THIRTY THREE THOUSAND DOLLARS AND NO CENTS (\$33,000.00); ALL CONTRACTED SERVICES SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 250302 (DEPARTMENT) 5223103 (ACCOUNT) 7450000 (FUNCTION ACTIVITY); AND FOR OTHER PURPOSES.

WHEREAS, the Bureau of Code Compliance has the need for the exclusive, striped and secured parking of its approximately thirty five (35) trucks within a 2-3 block radius of city hall; and

WHEREAS, LAZ Parking of Georgia, LLC ("LAZ") operates a parking lot approximately two blocks from city hall at 211 Trinity Avenue ("Subject Property") which meets the needs of the Bureau of Code Compliance; and

WHEREAS, the Chief Procurement Officer has determined this parking lease to be a special procurement within the meaning of City Code Sec. 2-1191.1.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES, that the Mayor is hereby authorized to enter into a contractual agreement, in substantial form as shown on Exhibit "A", attached hereto and incorporated herein by reference, with LAZ Parking/Georgia, LLC for the lease of thirty-five (35) parking spaces for its fleet vehicles at real property located at 211 Trinity Avenue SW, Atlanta, Georgia 30303 ("Agreement") on behalf of the Bureau of Code Compliance.

BE IT FURTHER RESOLVED, that the term of the Agreement shall be for a base term of twelve (12) months beginning on November 1, 2009 and ending on October 31, 2010 with one (1) twelve-month renewal option at the sole discretion of the Bureau of Code Compliance.

BE IT FURTHER RESOLVED, that the lease fee for the base twelve-month term shall not exceed Thirty Three Thousand Dollars and No Cents (\$33,000.00) and that any exercise of the renewal option shall be preceded by city council authorization consistent with City Code Sec. 2-1205.

BE IT FURTHER RESOLVED, that all lease payments shall be charged to and paid from the following Fund Department Organization and Account Numbers 1001 (General Fund) 250302 (Zoning and Code Enforcement) 5223103 (Operating Lease/Rental) 7450000 (Code Compliance).

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate agreement for execution by the Mayor or her designee, to be approved as to form by the City Attorney.

BE IT FINALLY RESOLVED, that the Agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to LAZ Parking/Georgia, LLC.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance/Executive Committee

Caption:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH LAZ PARKING OF GEORGIA, LLC, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF CODE COMPLIANCE, FOR THE LEASE OF THIRTY-FIVE (35) PARKING SPACES FOR ITS FLEET VEHICLES AT 211 TRINITY AVENUE IN AN AMOUNT NOT TO EXCEED THIRTY THREE THOUSAND DOLLARS AND NO CENTS (\$33,000.00); ALL CONTRACTED SERVICES SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 250302 (DEPARTMENT) 5223103 (ACCOUNT) 1511000 (FUNCTION ACTIVITY); AND FOR OTHER PURPOSES.

Council Meeting Date: February 1, 2010

Requesting Dept.: DPCD

FAC Confirmed by: Teresa Booker

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement). This legislation is needed in order to provide parking facilities to house the City issued vehicles utilized by the inspectors of the Bureau of Code Compliance

2. Please provide background information regarding this legislation.

The Bureau of Code Compliance is in need of parking facilities to house the City issued vehicles used by its field inspectors. The Chief Procurement Officer has authorized the special procurement designation, for the lot located at 211 Trinity Avenue. This lot provides 35 spaces for use exclusively by the Bureau of Code Compliance and is striped, secured, well maintained and located within walking distance of City Hall as needed. The cost associated with this agreement is \$2750.00 per month for a 12 month period. The initial term is renewable for an additional 12 month period , at the rate of \$2750.00 per month. The renewal is subject to approval by City Council and funds being appropriated by council to support continuation of performance during the renewal contract period

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc): Professional Services**

(b) **Source Selection:** Special Procurement Designation

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:** The agreement will be for a term of 12 months beginning Nov.1, 2009

Through October 31, 2010 and renewable for an additional 12 month period, contingent upon City Council, approval and appropriation of funds to support continuation of performance during the subsequent contract period.

4. Fund Account Center (*Ex. Name and number*):

Fund: General Fund__1001__ **Expense Account**__5212001__

5. Source of Funds: *Example:* x General Fund Monies

6. Fiscal Impact: \$2750.00 per month for a period of 1year not to exceed #33,000.00 per year

7. Method of Cost Recovery: NA

This Legislative Request Form Was Prepared By: Debra M. Conner

LEASE AGREEMENT
for
Bureau of Code Compliance fleet vehicles
at
211 Trinity Avenue SW Atlanta, Georgia 30303

THIS LEASE AGREEMENT ("Lease") made and entered into on this _____ day of _____, 2010, by and between **LAZ PARKING/GEORGIA, LLC**, a limited liability company organized and existing under the laws of the State of Georgia (hereinafter referred to as "Lessor", and the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia (hereinafter referred to as "Lessee").

WITNESSETH THAT:

WHEREAS, Lessee's Bureau of Code Compliance has the need for the exclusive, striped and secured parking of its approximately thirty five (35) trucks within a 2-3 block radius of city hall; and

WHEREAS, Lessor operates a parking lot approximately two blocks from city hall at 211 Trinity Avenue, as more particularly described below, which meets the needs of the Bureau of Code Compliance; and

WHEREAS, the Bureau of Code Compliance has recommended and the Atlanta City Council authorized, pursuant to Resolution 10-R-0168, the Mayor , on behalf of the Lessee, to enter into the Lease.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL TERMS AND CONDITIONS set forth in this Lease, Lessor hereby leases and demises to Lessee, and Lessee hereby leases from Lessor for Lessee's exclusive use, and for the uses and purposes herein enumerated, the Leased Premises hereinafter described, subject to the following terms and conditions:

1. Description of Leased Premises:

The premises herein demised consist of 35 parking spaces, which is particularly delineated and described on the drawing attached hereto as Exhibit "A", at Lessor's surface parking lot located at 211 Trinity Avenue SW Atlanta, Georgia 30303 ("Leased Premises").

2. Term:

This Lease shall commence on November 1, 2009 and continue for a period of twelve (12) months through and ending on October 31, 2010 ("Initial Term"). The Initial Term is renewable for an additional twelve 12 month period, at the sole discretion of the Lessee, at the continued rate set forth in the Lease Fee below, and subject to approval by the

Atlanta City Council and funds being appropriated by said Council to support continuation of performance during the renewal lease period, pursuant to Section 2-1205 of the Procurement and Real Estate Code of the City of Atlanta. In the event funding is not appropriated to support continuation of performance in the subsequent lease period, the Lease shall be cancelled.

3. **Lease Fee:**

Lessee covenants and agrees to pay Lessor a monthly Lease fee of Two Thousand Seven Hundred Fifty Dollars and no cents (\$2,750.00) payable on the first day of each month, or during the complete initial twelve (12) month lease term. In no event shall the total Lease fee for the initial twelve (12) month lease term exceed \$33,000.00.

4. **Maintenance and Replacement:**

Lessor shall maintain the premises in a clean and orderly condition and agrees to use reasonable diligence in the care, protection, and maintenance of the Leased Premises during the term of this agreement.

5. **Use of Leased Premises:**

Lessee shall have the exclusive right to use the Leased Premises for the parking of thirty-five (35) Bureau of Code Compliance vehicles on 35 individually marked and striped parking spaces. Lessor shall ensure that at all times the Leased Premises is secure from unauthorized entry. Lessor and Lessee shall not do anything, or cause or permit anything to be done, in or about the Leased Premises, which will create a nuisance, or allow any sale by auction on the Leased Premises, or use or allow the Leased Premises to be used for any improper, immoral, unlawful purpose, or any purpose which violates applicable local, state, or federal law. Lessee's use of the premises shall not interfere with the normal traffic on the premises nor with Lessor's use of the premises. Lessor assumes no responsibility whatsoever for loss or damage to any vehicle or its contents, however caused.

6. **Assignment and Subletting:**

Lessee shall not, directly or indirectly, assign this Lease in whole or in part without the prior written consent of Lessor. Lessor shall not, directly or indirectly, assign this Lease in whole or in part without the prior written consent of Lessee.

7. **Default:**

In the event of default in the performance by either Lessor or Lessee of any condition herein contained and such default is not cured within ten (10) days after receipt of written notice of such default by the other party by registered or certified mail to the individual named in paragraph 9 below, then in any such case, either party may terminate this

agreement immediately. No default shall be deemed waived unless such waiver is in written form. Nothing in this provision nullifies or limits either party's absolute right to terminate or cancel this agreement 90 days prior to the end of the anniversary date of the inception of the lease, or during the twelve (12) month period. Notice of such termination shall likewise be accomplished in written form by registered or certified mail in the same manner as notice of default.

8. **Miscellaneous Provisions:**

It is mutually covenanted and agreed by and between the parties as follows:

- (A) That this Lease shall be construed under the laws of the State of Georgia.
- (B) That the captions of the Articles of this Lease are inserted for identification only, and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Lease or any article thereof.
- (C) Each provision herein shall be deemed separate and distinct from other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.
- (D) Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Lessor. Lessee shall be responsible to operate its vehicles in accordance with the law.

9. **Notices:**

In the event notices are required to be sent under the provisions of this agreement, they will be mailed, postage prepaid by certified or registered mail, return receipt requested, addressee as follows:

Lessor:

Michael Zuziak, COO
LAZ Parking/Georgia, LLC
15 Lewis Street
Hartford, Connecticut 06103

Lessee:

Mike Renshaw, Director
Bureau of Code Compliance
55 Trinity Street, Suite 3450
Atlanta, GA 30303

Either party may by such notice, designate a new or other address to which notice may be mailed.

[signatures on following page]

IN WITNESS WHEREOF, the parties thereto have caused their names to be hereto signed by their duly authorized officer on the date hereinbefore first written.

LESSEE:

LESSOR:

CITY OF ATLANTA

LAZ PARKING/GEORGIA, LLC

By: _____

By: _____

Name: _____

Name: _____

Its: Chief Procurement Officer

Its: _____

By: _____

By: _____

Name: James E. Shelby

Name: _____

Its: Commissioner, Department of
Planning & Community Development

Its: _____

Deed Book 47605 Pg 449
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in the City of Atlanta, Georgia in Land Lot 77 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the southeastern right-of-way of Broad Street with the northeastern right-of-way of Trinity Avenue; running thence North 32 degrees 33 minutes 00 seconds East 149.39 feet along the right-of-way of Broad Street to a point; thence South 56 degrees 44 minutes 13 seconds East 49.36 feet to a point; thence South 32 degrees 15 minutes 15 seconds West 149.74 feet to a point on the northeastern right-of-way of Trinity Avenue; thence North 56 degrees 21 minutes 01 seconds West 50.13 feet along the northeastern right-of-way of Trinity Avenue to the Point of Beginning.

TOGETHER WITH:

All that tract or parcel of land lying and being in the City of Atlanta, Georgia in Land Lot 77, of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the southeastern right-of-way of Forsyth Street with the northeastern right-of-way of Trinity Avenue, running thence along the right-of-way of Forsyth Avenue North 32 degrees 16 minutes 55 seconds East 105.00 feet to a point; thence South 56 degrees 44 minutes 45 seconds East 135 feet to a point; thence South 32 degrees 00 minutes 30 seconds West 105.00 feet to a point on the northeastern right-of-way of Trinity Avenue; thence North 56 degrees 45 minutes 00 seconds West 135.50 feet along the northeastern right-of-way of Trinity Avenue to the Point of Beginning.

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH LAZ PARKING OF GEORGIA, LLC, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF CODE COMPLIANCE, FOR THE LEASE OF THIRTY-FIVE (35) PARKING SPACES FOR ITS FLEET VEHICLES AT 211 TRINITY AVENUE IN AN AMOUNT NOT TO EXCEED THIRTY THREE THOUSAND DOLLARS AND NO CENTS (\$33,000.00); ALL CONTRACTED SERVICES SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 250302 (DEPARTMENT) 5223103 (ACCOUNT) 1511000 (FUNCTION ACTIVITY); AND FOR OTHER PURPOSES.

WHEREAS, the Bureau of Code Compliance has the need for the exclusive, striped and secured parking of its approximately thirty five (35) trucks within a 2-3 block radius of city hall; and

WHEREAS, LAZ Parking of Georgia, LLC ("LAZ") operates a parking lot approximately two blocks from city hall at 211 Trinity Avenue ("Subject Property") which meets the needs of the Bureau of Code Compliance; and

WHEREAS, the Chief Procurement Officer has determined this parking lease to be a special procurement within the meaning of City Code Sec. 2-1191.1.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES, that the Mayor is hereby authorized to enter into a contractual agreement with LAZ Parking of Georgia, LLC for the lease of thirty-five (35) parking spaces for its fleet vehicles at real property located at 211 Trinity Avenue, Atlanta, Georgia ("Agreement") on behalf of the Bureau of Code Compliance.

BE IT FURTHER RESOLVED, that the term of the Agreement shall be for a base term of twelve (12) months beginning on November 1, 2009 and ending on October 31, 2010 with one (1) twelve-month renewal option at the sole discretion of the Bureau of Code Compliance.

BE IT FURTHER RESOLVED, that the lease fee for the base twelve-month term shall not exceed Thirty Three Thousand Dollars and No Cents (\$33,000.00) and that any exercise of the renewal option shall be preceded by city council authorization consistent with City Code Sec. 2-1205.

BE IT FURTHER RESOLVED, that all lease payments shall be charged to and paid from the following Fund Department Organization and Account Numbers 1001 (General Fund) 250302 (Department) 5223103 (Account) 1511000 (Function Activity).

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate agreement for execution by the Mayor or his designee, to be approved as to form by the City Attorney.

BE IT FINALLY RESOLVED, that the Agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to LAZ Parking of Georgia, LLC.



CITY OF ATLANTA

Shirley Franklin
Mayor

SUITE 1790
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPB
Chief Procurement Officer
asmith@atlantaga.gov

December 11, 2009

PROCUREMENT CODE SECTION 2-1191.1 SPECIAL PROCUREMENT DESIGNATION FC-5048

Pursuant to Atlanta City Code Section 2-1191.1, the Chief Procurement Officer may initiate a procurement above the small purchase amount specified in Section 2-1190 where he/she determines that an unusual or unique situation exists that make the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest and such procurement does not technically qualify as a sole source procurement under Code Section 2-1191. Any special procurement under this Section shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the procurement and for the selection of the particular contractor shall be included by the chief procurement officer in the contract file.

This special procurement request is made to procure a parking facility for City issued vehicles used by inspectors on behalf of the Department of Planning and Community Development Bureau of Code Compliance.

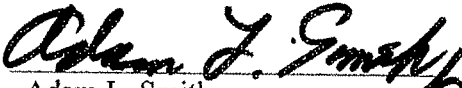

Having conducted an investigation of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191.1 of the City of Atlanta Code of Ordinances, Special Procurement, my findings are the following:

The City issued vehicles are used by its inspectors daily who conduct field inspections. It is essential that the facility be located within close proximity to City Hall, and must be located so as to provide easy access by the inspectors and require only a short walk, because of the need for constant in and out activity by the employee.

The parking lot should also be secured, well maintained, and striped as the vehicles are City issued. In addition, there must be at least thirty five (35) spaces available for use exclusively by the bureau. The parking lot currently used for this purpose is located at 211 Trinity Avenue (LAZ Parking Facilities) was procured by the Bureau in 2008 at cost of \$2,750.00 per month. This agreement expired at the end of October 2009. The Bureau wishes

to continue utilization of this facility and is certain that this is the only parking lot within the immediate area that meets the requirements stated above.

I, Adam L. Smith, by the authority vested in me pursuant to § 2-1191.1 of the City of Atlanta Code of Ordinances, do hereby approve, direct and authorize the special procurement for parking facility on behalf of the Department of Planning and Community Development Bureau of Code Compliance.


Adam L. Smith 

**LEGISLATIVE COUNSEL
REQUEST FOR LEGISLATION**

For Legislative Counsel Use Only

_____ Date Received _____ Complete _____ Incomplete (Date returned: _____)

_____ Date of Department Consultation _____ Date of Finance Department Consultation

Commissioner Notified: ____ Yes ____ No If No, Why? _____

Legislation Required

____ Yes ____ No

Legislation Type

____ Resolution ____ Ordinance

Amends the Code

____ Yes ____ No

Blueback Prepared

____ Yes ____ No

Commissioner Signature _____

Council Members Only:

Authority to speak to Subject Matter Attorney ____ Yes ____ No

Authority to speak to Department ____ Yes ____ No

Date Submitted: December 14, 2009

Department Submitting Request: Planning & Comm. Dev

Person Submitting Request: Debra Conner Extension: 6133

Bureau/Division Manager Mike Renshaw Extension: 6198

Requesting preliminary meeting with Legislative Counsel attorney? ☐ Yes ☒ No

Subject Matter of the Meeting NA

Cycle Number/Requested Full Council Date (not earlier than 4 weeks from date of submission): # 2

If this must be submitted to Council in fewer than 4 weeks explain why. Please identify consequences if legislation is not submitted for requested cycle. Also, if applicable, please state why the Legislative Request Form was submitted after the Cycle deadline. All non-conforming requests must have Commissioner approval.

**LEGISLATIVE COUNSEL
REQUEST FOR LEGISLATION**

Part I: Legislative Request Form:

Instructions: Please answer all questions fully before submitting. Attach additional pages if necessary. All requests for legislation must have approval of a manager prior to submission. All incomplete requests will be returned. Send request via electronic mail to Legislative Counsel. No hard copies will be accepted. Please refer to attached deadlines for the relevant Chief of Staff submission guidelines.

1. **Legislation Name/Project Name:** LAZ Parking For Inspectors
2. **What is the purpose of this legislation? (check one)**

- ☐ Accept a grant or donation [If so, is a matching grant required?] ☐ Yes ☐ No
☐ Amend budget
☐ Amend Code of Ordinances
☐ Amend Contract
☐ Anticipate funds
☐ Appropriate funds
☐ Apply for a grant or donation
☐ Authorize/renew Contract
☐ Fines/penalties
☐ Human Resources related
☐ Make a purchase
☐ New project
☐ Procuring goods
☒ Procuring services
☒ Other, please list.

- ☐ If this legislation is to award/amend/renew a contract, please provide the following:
Expiration date of contract: October 31, 2010
Contract Term (months/yr): at a rate of \$2,750.00 per month not to exceed \$33,000.00 per year.

3. **Can the purpose of this legislative request be accomplished administratively?**

Yes ☒ No ☐ I Don't Know ☐

4. **Please explain and estimate any financial impact on the City or your Department.**

- Will there be a fee or charge assessed by the City? No
○ How was the fee or charge determined?

○ Will revenue be generated for the City? No

Please remember to contact Human Resources if this request involves personnel changes (ex. Reclassification, New Hires, Termination, etc.

**LEGISLATIVE COUNSEL
REQUEST FOR LEGISLATION**

5. If there has been previous or similar legislation, please describe and cite the relevant legislation (e.g., 04-R-0001).
6. Is this a computer/technology purchase? ☐ Yes ☒ No
If so, please forward ISR (Information System Hardware/Software Request) along with a copy of this Legislative Request Form via inter-office mail to: Legislative Counsel, Suite 4100, Law Department.

Please forward any additional pertinent or supporting documents (e.g. contracts, exhibits, requisitions, copies of any old ordinances/resolutions pertaining to this issue, etc.) along with a copy of this Legislative Request Form and legislative white paper via e-mail to the designated Legislative Counsel attorney for your department.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement). This legislation is needed in order to provide parking facilities to house the City issued vehicles utilized by the inspectors of the Bureau of Code Compliance.

2. Please provide background information regarding this legislation.

The Bureau of Code Compliance is in need of parking facilities to house the City issued vehicles used by its field inspectors. The Chief Procurement Officer has authorized the special procurement designation, for the lot located at 211 Trinity Avenue. This lot provides 35 spaces for use exclusively by the Bureau of Code Compliance and is striped, secured, well maintained and located within walking distance of City Hall as needed. The cost associated with this agreement is \$2750.00 per month for a 12 month period. The initial term is renewable for an additional 12 month period, at the rate of \$2750.00 per month. The renewal is subject to approval by City Council and funds being appropriated by council to support continuation of performance during the renewal contract period.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Services
- (b) **Source Selection:** Special Procurement Designation
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:** The agreement will be for a term of 12 months beginning Nov.1, 2009 through October 31, 2010 and renewable for an additional 12 month period, contingent upon City Council, approval and appropriation of funds to support continuation of performance during the subsequent contract period.

4. Fund Account Center (Ex. Name and number):

Fund: General Fund__1001__ **Expense Account**__5212001__

5. Source of Funds: *Example:* x General Fund

6. Fiscal Impact: \$2750.00 per month for a period of 1year not to exceed \$33,000.00 per year

7. Method of Cost Recovery: NA

This Legislative Request Form Was Prepared By: Debra M. Conner

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN:

Dept.'s Legislative Liaison: Debra Conner

Contact Number: x6133

Originating Department: Planning and Community Development

Committee(s) of Purview: F/E

Chief of Staff Deadline: January 12, 2010

Anticipated Committee Meeting Date(s): January 27, 2010

Anticipated Full Council Date: February 1, 2010

Legislative Counsel's Signature:

Commissioner Signature:

Chief Procurement Officer Signature:

CAPTION

A RESOLUTION

BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH LAZ PARKING OF GEORGIA, LLC, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF CODE COMPLIANCE, FOR THE LEASE OF THIRTY-FIVE (35) PARKING SPACES FOR ITS FLEET VEHICLES AT 211 TRINITY AVENUE IN AN AMOUNT NOT TO EXCEED THIRTY THREE THOUSAND DOLLARS AND NO CENTS (\$33,000.00); ALL CONTRACTED SERVICES SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 250302 (DEPARTMENT) 5223103 (ACCOUNT) 1511000 (FUNCTION ACTIVITY); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$33,000.00 from General Fund

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office:

(date)

Reviewed by:

(date)

Submitted to Council:

(date)